

# THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

## PERSONAL SERVICES CONTRACT NUMBER # DHHS-28400

This Contract is made and entered into by the North Carolina Department of Health and Human Services, hereinafter referred to as the "Department" and Joe Hauck, hereinafter referred to as the "Contractor," for the purchase of activities as described on Attachment II and verified via a current resume on Attachment III.

**WITNESSETH:** That for the purpose and subject to the terms and conditions hereinafter set forth, the Department hereby agrees to contract with the Contractor for providing certain professional services and the Contractor agrees to provide such services as described in Attachment II and in accordance with state terms and conditions as described in Attachment I and State Regulations Attachment IV

**FIRST:** This Contract is effective January 22, 2013, and terminates on March 22, 2013 unless amended. Either party shall have the right to terminate this Contract upon five-(5) day's notice in writing to the other party. This Contract may be amended only by a written agreement signed by both parties.

**SECOND:** As full compensation for services, the Contractor is to receive from the Department payment at the rate of one hundred twenty five dollars (\$125.00) per hour worked, not to exceed forty four thousand dollars (\$44,000.00). The Contractor shall invoice the Department every 30 days. Payment shall be made within 30 days after receipt of claim for payment. If checked in the chart below, the Contractor is also to receive reimbursement for pre-approved transportation, meals, lodging and other expenses if travel is required during the contract period. The reimbursement for these expenses shall not exceed one thousand three hundred dollars (\$1,300.00) and shall be in addition to the services amount. The total compensation, including reimbursement, for this Contract shall not exceed forty five thousand three hundred dollars (\$45,300.00).

- |   |  |
|---|--|
| <input type="checkbox"/> One round trip airfare at tourist rates from the Contractor's home, plus transportation expense to and from airport. | <input checked="" type="checkbox"/> Reimbursement for meals in accordance with State Budget Regulations as condensed in Attachment IV.   |
| <input checked="" type="checkbox"/> Reimbursement for lodging in accordance with State Budget Regulations as condensed in Attachment IV.      | <input checked="" type="checkbox"/> Reimbursement for mileage in accordance with State Budget Regulations as condensed in Attachment IV. |
| <input type="checkbox"/> Other:<br>_____  |  |

**THIRD:** The Contractor agrees that, if the Department determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-91, as amended or its implementing regulations, Contractor will comply with the HIPAA requirements and will execute such agreements and practices as the Department may require to ensure compliance.

**FOURTH:** As a Contractor under this Personal Services Contract, you are not considered a state employee. You will not receive any of the benefits, leave, retirement credits, or other rights given to state employees under Chapter 126 of the North Carolina General Statutes.

**FIFTH (Return-to-Work for Retirees of the Teachers' and State Employees' Retirement System (TSERS))** According to N.C.G.S. § 135-20, If you are a retired teacher or State employee, you cannot render ANY "service, including full-time, part-time, temporary, substitute, or contractor service, at any time during the six months immediately following the effective date of retirement" or your retirement benefit will be revoked retroactive to your retirement date and all benefits paid to you must be repaid to the Retirement System.

Also, "If you are a retired member of the TSERS and come back to work on a part-time, interim, temporary, or contractual basis, or are otherwise engaged to perform services on any basis that does not require membership in the Retirement System", you are subject to the TSERS return-to-work earnings restrictions. Your retirement benefit will be stopped if your earnings exceed 50% of your gross pre-retirement salary (excluding termination payments) or \$28,060.00, whichever is greater, at anytime during the 12-month period immediately following retirement and for each calendar year following the year of retirement. If stopped, your benefits will not be reinstated until January 1<sup>st</sup> of the following year. (Service for both provisions includes being assigned to work for a TSERS participating employer by a private company, such as a temporary agency.)

**SIXTH:** (Executive Order # 24) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

By signature, each party agrees to the terms contained herein and further certifies that such terms do not represent a conflict of interest.

Contractor   
Joe Hauck

  
Social Security Number

1/25/2013  
Date

Department 

1/29/2013  
Date

## **ATTACHMENT I - GENERAL TERMS AND CONDITIONS**

### **Relationships of the Parties**

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### **Default and Termination**

**Termination Without Cause:** The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

## **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

## **Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

## **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

## **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

## **Warranties and Certifications**

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

## **ATTACHMENT II - Description of Duties -- Scope of Work**

The contractor will serve as a Senior Advisor to the DHHS Secretary on strategic planning, re-organization, and policy issues.



## ATTACHMENT III

### Current Resume:

**Joe Hauck**



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#### SUMMARY

Accomplished and multi-dimensional executive leader with 35 years of executive management experience across a broad spectrum of business operations and communications disciplines. Solid business insight with ability to ascertain and analyze requirements, forecast goals, streamline operations, manage and mentor personnel, and execute new program concepts. Customer-focused with a broad range of strategic planning and consulting expertise, as well as extensive public relations experience and communication/presentation skills.

#### PROFESSIONAL EXPERIENCE

**NEW BREED LOGISTICS, INC. – High Point, NC**

1997 - Present

*Vice President, Marketing & Communications*

2008 - Present

Formulated brand development and strategic sales and marketing initiatives that contributed to exponential growth of the company since 1997—from 250 to 7,500 employees and consistently doubling revenues every three years.

Company spokesperson and public relations contact, focused on creating client and community awareness and brand equity.

*Director, Corporate Development*

2002 - 2007

Responsible for business development initiatives, including corporate branding, investor relations, merger and acquisition activities, client presentations, and internal and external communications.

*Program Manager*

1997 - 2001

Responsible for designing, implementing, and directing a major training program supporting a \$5 billion operation of 22 mail transport equipment service centers across the U.S., involving more than 5,000 people. Training included train-the-trainer, management training, and process, systems, and quality inspection training.

**EATON POWER QUALITY (Formerly Exide Electronics) – Raleigh, NC**

1993 - 1996

*Consultant – Program Manager*

Responsible for recruiting, training, and directing a team of 150 electrical and mechanical engineers, technical writers, trainers, and communications specialists in support of a \$365 million contract with the US Air Force and FAA.

Responsible for the management and deployment of backup power system installations at 25 Air Route Traffic Control Centers (ARTCCs) and Terminal Radar Approach Control (TRACON) facilities across the U.S.

Directed a team of electrical engineering specialists in the preparation of an unsolicited proposal and negotiations that resulted in the award of a \$30 million follow-on contract with the FAA for ongoing support and maintenance training for ARTCC and TRACON installations nationwide.

**ELECTRONICS SYSTEMS DOCUMENTS, INC. – Mastic, NY**

**1988 - 1992**

***Operations Manager / Partner***

Responsible for all phases of operations and sales management for this Technical Communications company.

Conducted all customer relations and contract negotiation activities which led to an increase of 60% in sole-source contracts, increased revenues by more than 300%, and increased margins by more than 15%.

**SYSTEMS DATA SERVICES CORP – Ronkonkome, NY**

**1984 - 1987**

***Director of Operations***

Responsible for overall operations of this technical documentation and training services company.

Conducted all public relations and due diligence meetings in New York City and Denver, including writing speeches and prospectus materials, leading to the Company's successful public offering.

Managed and directed all shareholder and public relations meetings.

Directed the sales and operations teams of the Long Island, New York City, and Detroit operations.

**DAYTON T. BROWN, INC. – Bohemia, NY**

**1980 - 1983**

***Sales/Marketing Manager***

Responsible for creating and implementing all sales and marketing strategies for the technical communications division of the company, more than doubling revenues over a 3-½ year period.

Conducted all contract negotiations, customer relations, and technical liaison with clients.

**HERTZ DATA CORP. – Hicksville, NY**

**1971 - 1979**

***Operations Manager***

**1976 - 1979**

Responsible for program and personnel management for this technical publications company.

***Technical Writer/Illustrator***

**1971 - 1975**

**EDUCATION**

Hofstra University – Hempstead, NY

*BBA, Economics, Business Communications*

School of Visual Arts – New York, NY

*BFA, Technical Communication*

**ATTACHMENT IV**  
**POLICIES GOVERNING TRAVEL RELATED EXPENSES FOR PROVIDERS**

All Providers must comply with State travel, lodging and meals subsistence reimbursement regulations. Reimbursement for expenses is only allowable if stated in the contract. Public agencies should follow their agency's existing policies and procedures for the authorization of travel and subsistence. For complete and current travel policies and regulations, refer to the OSBM web site to access the State Budget Manual ([www.osbm.state.nc.us/osbm/index.html](http://www.osbm.state.nc.us/osbm/index.html)). Below are the current rates of reimbursement.

**A. TRANSPORTATION**

1. **PERSONAL VEHICLE – ACTUAL MILEAGE IS REIMBURSABLE AND MEASURED FROM THE CLOSER OF THE ASSIGNED DUTY STATION OR POINT OF DEPARTURE TO YOUR DESTINATION AND RETURN. THE MAXIMUM RATE THAT CAN BE REIMBURSED FOR MILEAGE IS THE BUSINESS STANDARD MILEAGE RATE SET BY THE INTERNAL REVENUE SERVICE (56.5 CENTS PER MILE EFFECTIVE JANUARY 1, 2013); HOWEVER THIS MAY BE NEGOTIATED AT A LOWER RATE. PARKING FEES, TOLLS, AND STORAGE FEES ARE REIMBURSABLE WHEN THE REQUIRED RECEIPTS ARE OBTAINED. THE STATE WILL NOT REIMBURSE YOU FOR TRAVEL FROM YOUR HOME TO YOUR DUTY STATION.**
2. **COMMON CARRIER – YOU WILL BE REIMBURSED FOR ACTUAL COACH FARE FOR AIR, RAIL, OR BUS TRAVEL IF YOU SUBMIT RECEIPTS.**
3. **TRAVEL TIME – Time spent traveling may not count as hours of service.**

**B. Subsistence**

1. **RATES - PURSUANT TO G.S. 138-6(5), THE DIRECTOR OF THE BUDGET IS REQUIRED TO REVISE SUBSISTENCE PAYMENTS FOR STATE EMPLOYEES' IN-STATE AND OUT-OF-STATE TRAVEL. THE REVISION IS BASED ON THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CUSTOMERS FOR THE MOST RECENT 24-MONTH PERIOD. EFFECTIVE JULY 1, 2011, THE SUBSISTENCE REIMBURSEMENT WILL BE INCREASED BY 3.3% FOR FOOD AND DECREASED BY 3.0% FOR LODGING. THE NEW SUBSISTENCE RATE WILL BE EFFECTIVE FOR BOTH YEARS OF THE 2011-13 BIENNium.**

The maximum allowable statutory rate for meals and lodging in a 24-hour period is **\$100.25** for in-state travel and **\$114.35** for out-of-state travel. If you pay sales tax, lodging tax, local tax, or service fees associated with the cost of lodging, the State will reimburse you for these in addition to the lodging rate. You must submit receipts for the State to reimburse you for lodging expenses.

Use the following schedule for reporting allowable subsistence expenses incurred while traveling on official state business:

	In-State	Out-of State
Breakfast	\$ 8.00	\$ 8.00
Lunch	\$ 10.45	\$ 10.45
Dinner	\$ 17.90	\$ 20.30
Lodging (actual, up to)	\$ <u>63.90</u> (actual, up to)	\$ <u>75.60</u> (actual, up to)
Total	\$ 100.25	\$114.35

You may request reimbursement for actual expenses if they are less than the rates in this table. Out-of-State travel status begins when you leave your home or duty station and ends when you return to your home or duty station. Providers located out of North Carolina must use In-State travel allowances when traveling in North Carolina.

**2. EXCESS LODGING COSTS – You must obtain advance authorization from the Secretary of the Department or his or her designee for lodging costs exceeding the stated rate above, regardless of destination.** Check with the division contract office for appropriate procedures. You may be reimbursed for excess lodging costs when you are in a high cost area and unable to secure lodging within the current allowance, or when you submit a written opinion that personal safety or security is unattainable within the current allowance. The State will not reimburse you for excess lodging costs for reason of convenience or your personal preference. If the cost for lodging exceeds the maximum daily rate for lodging, but the total cost for food and lodging is equal to or less than the total daily rate, you do not have to obtain approval from the Department for excess lodging costs.

### **3. MEALS**

**A. MEALS DURING OVERNIGHT TRAVEL – THE STATE WILL REIMBURSE YOU FOR MEALS AT THE RATE STATED IN THE CHART ABOVE WHEN YOU ARE ON OFFICIAL STATE BUSINESS AND YOUR DUTIES REQUIRE OVERNIGHT TRAVEL. THE TRAVEL MUST INVOLVE A TRAVEL DESTINATION LOCATED AT LEAST 35 MILES FROM YOUR REGULARLY ASSIGNED DUTY STATION (VICINITY) OR HOME, WHICHEVER IS LESS.**

The State will reimburse you for meals for partial days of travel when your duties require overnight travel. You will be reimbursed at the stated rate for meals in the following situations:

- **Breakfast:** If you depart your duty station prior to 6:00 a.m. and extend your workday by 2 hours.
- **Lunch:** If you depart your duty station prior to Noon (day of departure) or return to your duty station after 2:00 p.m. (day of return).
- **Dinner:** If you depart your duty station prior to 5:00 p.m. (day of departure) or return to your duty station after 8:00 p.m. (day of return) and extend the workday by 3 hours.

**b. MEALS DURING DAY TRAVEL** – The State will not reimburse you for lunch if travel does not involve an overnight stay; however, you will be reimbursed at the stated rate for the morning and evening meals in the following situations:

- **Breakfast:** If you depart your duty station prior to 6:00 a.m. and extend the workday by 2 hours.
- **Dinner:** If you return to your duty station after 8:00 p.m. and extend the workday by 3 hours.

**The travel must involve a travel destination at least 35 miles from your regularly assigned duty station (vicinity) or home, whichever is less.**

**c. EXCESS COSTS FOR MEALS** - The State will not reimburse you for the cost of meals above the stated rate unless such costs are included in registration fees and/or there are predetermined charges, or the meals were for out-of-country travel. The department head or his or her designee may authorize excess subsistence costs for meals for out-of-country travel. Check with the division contract office for appropriate procedures.

### ***C. CONFERENCE REGISTRATION FEES***

The State may reimburse you for registration fees if you submit a valid receipt or invoice. If conference registration includes the price of meals, you may not claim reimbursement of meals in addition to the reimbursement of the conference registration fee. Please note that registration fees consisting exclusively of meals are not reimbursable unless meeting the overnight travel criteria. A valid receipt/invoice contains: a) the name of the organization hosting the conference and the name/title of conference; b) the name of the person attending the conference and making payment; c) the amount paid; d) the date of payment; and e) the signature of the person accepting payment for the conference. If you must pay a registration fee in advance, include a properly executed conference registration form and a copy of the check when you request reimbursement.

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**AMENDMENT # 1  
CONTRACT # DHHS-28400**

This agreement amends the contract bearing the effective date of January 22, 2013 between the North Carolina Department of Health and Human Services hereinafter referred to as the "Department", and Joe Hauck, hereinafter referred to as the "Contractor". This Amendment is hereby effective March 1, 2013.

As provided for under the terms of this contract, the Department and the Contractor agree to amend the following contract provisions:

FIRST: The Contract termination date of March 22, 2013 is hereby changed to terminate on May 15, 2013 unless amended.

SECOND: The not to exceed of the contract listed in "Second" of the contract is hereby amended to increase from \$45,300 to \$89,300 which includes \$1,300 for travel. The Contractor's rate of payment will remain at one hundred twenty five dollars (\$125.00) per hour.

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this Agreement.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Amendment in duplicate originals, one of which is to be retained by the Contractor and one by the Department.

Joe Hauck

  
Signature

Date

  
Printed Name

Title

**North Carolina Department of Health and Human Services**

  
Aldona Z. Wos, M.D., Secretary DHHS

Date

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**AMENDMENT # 2  
CONTRACT # DHHS-28400**

This agreement amends the contract bearing the effective date of January 22, 2013 between the North Carolina Department of Health and Human Services hereinafter referred to as the "Department", and Joe Hauck, hereinafter referred to as the "Contractor". This Amendment is effective upon signature.

As provided for under the terms of this contract, the Department and the Contractor agree to amend the following contract provisions:

First: The not to exceed of the contract listed in "Second" of the contract is hereby amended to increase from \$89,300 to \$150,000 which includes \$1,300 for travel. The Contractor's rate of payment will remain at one hundred twenty five dollars (\$125.00) per hour.

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this Agreement.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Amendment in duplicate originals, one of which is to be retained by the Contractor and one by the Department.

**Joe Hauck**

  
\_\_\_\_\_  
Signature

Date

4/5/13

  
\_\_\_\_\_  
Printed Name

Title *Advisor*

**North Carolina Department of Health and Human Services**

  
\_\_\_\_\_  
Aldona Z. Wos, M.D., Secretary DHHS

Date

4/5/2013

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

AMENDMENT # 3  
CONTRACT # DHHS-28400

This agreement amends the contract bearing the effective date of January 22, 2013 between the North Carolina Department of Health and Human Services hereinafter referred to as the "Department", and Joe Hauck, hereinafter referred to as the "Contractor". This Amendment is effective upon signature.

As provided for under the terms of this contract, the Department and the Contractor agree to amend the following contract provisions:

FIRST: The Contract termination date of May 15, 2013 is hereby changed to terminate on June 30, 2013 unless amended.

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this Agreement.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Amendment in duplicate originals, one of which is to be retained by the Contractor and one by the Department.

Joe Hauck



Signature

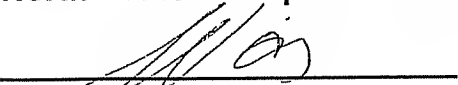
Date

Joe Hauck, Senior Advisor  
to the Secretary

Printed Name

Title

North Carolina Department of Health and Human Services



Aldona Z. Wos, M.D., Secretary DHHS

Date



**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**AMENDMENT # 4  
CONTRACT # DHHS-28400**

This agreement amends the contract bearing the effective date of January 22, 2013 between the North Carolina Department of Health and Human Services hereinafter referred to as the "Department", and Joe Hauck, hereinafter referred to as the "Contractor". This Amendment is effective upon signature.

As provided for under the terms of this contract, the Department and the Contractor agree to amend the following contract provisions:

FIRST: The Contract termination date of June 30, 2013 is hereby changed to terminate on July 31, 2013 unless amended.

SECOND: The not to exceed of the contract listed in "Second" of the contract is hereby amended to increase from \$150,000 to \$200,000 which includes \$1,300 for travel. The Contractor's rate of payment will remain at one hundred twenty five dollars (\$125.00) per hour

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this Agreement.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Amendment in duplicate originals, one of which is to be retained by the Contractor and one by the Department.

**Joe Hauck**



Signature

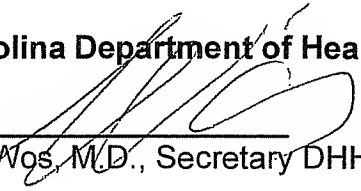
Date

JOE HAUCK, Sr. Advisor to Secretary

Printed Name

Title

**North Carolina Department of Health and Human Services**



Aldona Z. Wos, M.D., Secretary DHHS

Date

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

AMENDMENT # 5  
CONTRACT # DHHS-28400

This agreement amends the contract bearing the effective date of January 22, 2013 between the North Carolina Department of Health and Human Services hereinafter referred to as the "Department", and Joe Hauck, hereinafter referred to as the "Contractor". This Amendment is effective upon signature.

As provided for under the terms of this contract, the Department and the Contractor agree to amend the following contract provisions:

FIRST: The Contract termination date of July 31, 2013 is hereby changed to terminate on August 30, 2013 unless amended.

SECOND: The not to exceed of the contract listed in "Second" of the contract is hereby amended to increase from \$200,000 to \$250,000 which includes \$1,300 for travel. The Contractor's rate of payment will remain at one hundred twenty five dollars (\$125.00) per hour

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this Agreement.


IN WITNESS WHEREOF, the Department and the Contractor have executed this Amendment in duplicate originals, one of which is to be retained by the Contractor and one by the Department.

Joe Hauck



Signature

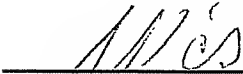
Date 7/25/13



Printed Name

Title Sr. Advisor to the Secretary

North Carolina Department of Health and Human Services



Aldona Z. Wos, M.D., Secretary DHHS

Date 7/25/2013